

6-195A128

JUL 13 1976

Date

Fee \$ 10.00

July 13, 1976



maryland national
bank

BALTIMORE, MARYLAND 21203

ICC Washington, D. C.

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 7984- C Filed & Recorded

JUL 13 1976 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed herewith for filing in your office, pursuant to Section 20c of the Interstate Commerce Act, are five (5) executed counterparts of an Amendment to Equipment Trust Agreement dated as of July 9, 1976, between Maryland National Bank, as Trustor (the "Trustor"), and American Fletcher National Bank and Trust Company, as Trustee (the "Trustee"), amending that certain Equipment Trust Agreement dated as of June 19, 1975, between Trustor and Trustee, previously filed in your office on July 7, 1975, at 10:25 A.M., Recordation No. 7984.

Also enclosed is a check in the amount of Ten Dollars (\$10.00) for the recordation fee. The names and addresses of the parties to the foregoing document are as follows:

Trustor: Maryland National Bank
10 Light Street
Baltimore, Maryland 21203

Trustee: American Fletcher National Bank
and Trust Company
101 Monument Circle
Indianapolis, Indiana 46277
Attention: Corporate Trust Department

The equipment covered by the agreement consists of one hundred twenty-seven (127) 100-ton steel triple hopper coal cars, A.A.R. mechanical designation HT, bearing road numbers AEPX-1874 through AEPX-2000 inclusive. Such equipment also bears the following legend: "American Fletcher National Bank and Trust Company, Trustee, Owner-Lessor" on both sides of each car.

William Brown
(Dundee)

Kindly return to the bearer three (3) counterparts
of the Amendment to Equipment Trust Agreement.

MARYLAND NATIONAL BANK

By: Edward A. Dahlka, Jr.
Edward A. Dahlka, Jr.
Authorized Representative

EAD,Jr:vlp

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/13/76

Edward A. Dahlka, Jr.
Maryland National Bank
Baltimore, Maryland 21203

Dear Sir:

The enclosed document was recorded pursuant to the provisions
of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on 7/13/76
at 2:40pm , and assigned recordation number

Sincerely yours,

7984

Robert L. Oswald
Robert L. Oswald
Secretary

Enclosure

SE-39
(2/75)

AMENDMENT TO EQUIPMENT TRUST AGREEMENT

RECORDATION NO. 7984-C Filed & Recorded

Dated as of July 9, 1976

JUL 13 1976 -2 42 PM

INTERSTATE COMMERCE COMMISSION

Between

MARYLAND NATIONAL BANK,

Trustor

and

AMERICAN FLETCHER NATIONAL BANK AND TRUST COMPANY,

Trustee

INDIANA & MICHIGAN ELECTRIC COMPANY

127 One Hundred-Ton Steel Triple

Hopper Coal Cars

Filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July __, 1976, at ____ .M.,
Recordation No. 7984-____.

AMENDMENT TO EQUIPMENT TRUST AGREEMENT

THIS AMENDMENT TO EQUIPMENT TRUST AGREEMENT (the "Amendment") dated as of July 9, 1976, between MARYLAND NATIONAL BANK, a national banking association ("Trustor") and AMERICAN FLETCHER NATIONAL BANK AND TRUST COMPANY, a national banking association ("Trustee").

WHEREAS, the parties hereto have entered into an Equipment Trust Agreement dated as of June 19, 1975 (the "Trust Agreement"), by the terms of which Trustor appointed Trustee to act as trustee of the trust therein created on the terms and conditions therein set forth; and

WHEREAS, the parties hereto have determined that it is necessary to amend said Trust Agreement, pursuant to Section 11.01 thereof, in certain particulars as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. Section 3.01(b) of said Trust Agreement is hereby amended by striking the seventh and eighth paragraphs contained in the certificate set forth therein and, in lieu thereof, the following paragraphs are hereby substituted:

"This Equipment Trust Certificate is subject to prepayment as provided in Sections 5.02 and 5.03 of the Trust Agreement and, if prepayment is made pursuant to Section 5.02 of the Trust Agreement, by reason of any payments from Lessee or other amounts received by the Trustee pursuant to Section 13(b)(ii) of the Lease upon a Casualty Occurrence or Section 14 of the Lease upon Lessee's election to terminate the Lease with respect to an Item of Equipment, such prepayment shall be made on the date specified pursuant to said Section 13(b)(ii) or 14, as applicable, with respect to such Item of Equipment, at a price equal to the principal amount to be prepaid, determined as hereinafter provided, together with interest accrued to the date of prepayment.

"The principal amount of this Equipment Trust Certificate to be prepaid from amounts received by the Trustee pursuant to Section 13(b)(ii) or 14 of the Lease shall be in the same proportion to the principal amount of this Equipment Trust Certificate outstanding on the date specified as provided above (after application of the tri-monthly level payment due on this Equipment Trust Certificate on such date, or if such date is not a Payment Date, after deduction of the portion of any amount held by the Trustee in accordance with Section 5.01 of the Trust Agreement which is applicable to the principal of this Equipment Trust Certificate) as the Purchase Price of the Item of Equipment with respect to which the Trustee has received such amounts is to the aggregate Purchase Price of (x) all Equipment subject to the Lease on such date and (y) all Equipment (other than that which is included in clause (x) above) with respect to which the Trustee has received such amounts on such date."

2. Section 5.02 of said Trust Agreement is hereby amended by striking clause second of said section and, in lieu thereof, the following clause is hereby substituted:

"second, so much of such payment shall be distributed to the holders of the Certificates ratably, without priority of one over the other, as shall be required so that the amount so distributed shall be in the same proportion to the principal amount of such Certificates outstanding on the date specified pursuant to Section 13(b)(ii) or 14 of the Lease, as applicable (after application of the tri-monthly level payment due on such Certificates on such date, or if such date is not a Payment Date, after deduction of the portion of any amount held by the Trustee in accordance with Section 5.01 hereof which is applicable to the principal of such Certificates), as the Purchase Price of the Item of Equipment with respect to which the Trustee has received such payment is to the aggregate Purchase Price of (x) all Equipment subject to the Lease on such date and (y) all Equipment (other than that which is included in clause (x) above) with respect to which the Trustee has received such payment on such date;"

The provisions agreed to herein are expressly intended to be in addition to and in modification of the terms of said Trust Agreement. Other than as expressly modified herein, the terms and conditions of said Trust Agreement are unchanged and are hereby ratified and confirmed by the parties hereto.

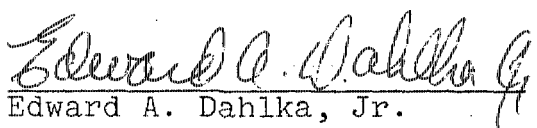
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

MARYLAND NATIONAL BANK


Authorized Officer

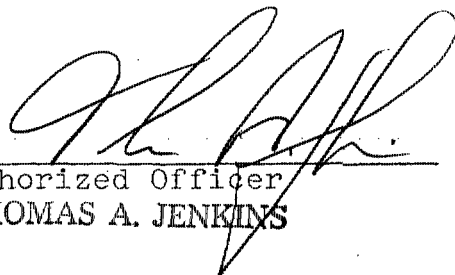
By:


Edward A. Dahlka, Jr.
Authorized Representative

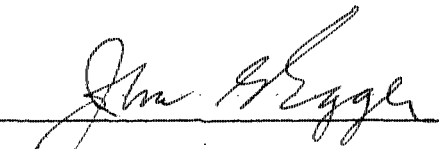
TRUSTOR

ATTEST:

AMERICAN FLETCHER NATIONAL BANK
AND TRUST COMPANY


Authorized Officer
THOMAS A. JENKINS

By:


Vice President

TRUSTEE

STATE OF MARYLAND :

SS:

CITY OF BALTIMORE :

On this 7 day of July, 1976, before me personally appeared EDWARD A. DAHLKA, JR., to me personally known, who, being by me duly sworn, says that he is an authorized representative of Maryland National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed

on behalf of said association, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Carl P. Dwyer
Notary Public

My Commission Expires:

7-1-78

STATE OF INDIANA :

SS:

COUNTY OF MARION :

On this 12th day of July, 1976, before me personally appeared JOHN G. EGGER, to me personally known, who, being by me duly sworn, says that he is the Vice President of American Fletcher National Bank and Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Sue Ann Delaney
Notary Public

My Commission Expires:

1-22-80